

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket HWCA <u>99/00-3016</u>
)	
)	
Artesian Waste Oil)	
Recovery, Incorporated)	CONSENT ORDER
2306 Magnolia Street)	
Oakland, California 94607)	
0411 000 161 741)	Health and Safety Code
)	Section 25187
)	
. Respondent.)	
_____)	

The State Department of *Toxic* Substances Control
(Department) and Artesian Waste Oil **Recovery**, 'Incorporated
(Respondent) **enter** into **this Consent** Order and **agree** as follows:

1. Respondent handles and stores hazardous **waste** at
2306 Magnolia Street, Oakland, California 94607 (Site).
2. The Department inspected the **site** on November 30,
1999.
3. The Department alleges the following violations:
 - 3.1. Respondent violated title 22, California Code of
Regulations (CCR), **section 66270.30** and Standardized Facility
Permit dated **December 29, 1997**, Part 11, Special Conditions 3, 4
and 5, in that **starting** from January, 1998 and continuing to
December 1, 1999, Respondent stored hazardous wastes, oily water
and waste anti-freeze, in three above ground tanks (Tanks # 2,
#3a and #3b) **that were not authorized by** the Department
 - 3.2. Respondent violated title 22, CCR, **section**
66264.16(c) in that in May, 1999, Respondent failed to provide

it5 two employees an annual review of their initial training. The last annual **review** given to the two employees was **in** May, 1998.

4. A dispute exists regarding the alleged violations

5. The parties wish to **avoid the expense of** litigation and to ensure prompt compliance.

6. **Jurisdiction exists** pursuant to Health and Safety Code (HSC) section 25187

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order **shall** constitute full settlement of the violations alleged above, but does not limit the Department from **taking** appropriate enforcement action concerning other violations.

9. Respondent **admits** the allegations made in the . Order.

SCHEDULE FOR COMPLIANCE

10. Respondent shall comply with **the** following:

10.1. Respondent shall **pay** the Department a total **sum** of \$3,200.00 in penalties as specified in paragraph 11 of this Order.

10.2. submittals: **All** submittals from Respondent pursuant to this Consent order **shall be sent** to:

Roberto Kou
Supervising Hazardous Substances Scientist
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

10.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain **such** formal approvals as **may** be required.

10.4. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect **public** health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

10.5. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

10.6. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding

area **or** to the environment, the Department may order Respondent to stop further implementation for such period of time **as** needed to abate the endangerment. **Any** deadline in this Consent Order directly affected by a **Stop Work Order** under this section **shall** be extended for the term of such Stop Work Order.

10.7. Liability: Nothing in this Consent Order shall constitute or be construed **as** a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions **as** are necessary to protect **public** health or welfare or the environment.

10.8. Site Access: Access to the Site shall be provided **at** all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have **by** operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for **purposes** including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out **the terms** of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent **shall permit** such persons to inspect and copy all records, documents, and other writings, including **all** sampling

and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

10.9. Sampling, Data, and Document Availability:

Respondent shall permit the Department and its authorized representatives to inspect and copy **all sampling**, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any **way** pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent **shall** maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. **All** such data, reports, and other documents shall be preserved **by** Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the , Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

10.10. Government Liabilities: The State of California shall not **be** liable for injuries or damages to persons or property resulting from acts or omissions **by** Respondent or related parties specified in paragraph **10.16** in carrying out activities pursuant to this Consent Order, nor shall the State of

California **be** held as a party to **any** contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

10.11. Additional Enforcement Actions: By agreeing to this Consent Order, the Department **does not waive** the right to take further enforcement actions, except to the extent provided in this Consent Order.

10.12. Incorporation of Plans and Reports: **All** plans, schedules, and reports that require Department **approval** and are submitted **by** Respondent pursuant to this Consent Order are incorporated in this Consent Order upon **approval** by the Department.

10.13. Extension Requests: If Respondent **is** unable to perform **any** activity or submit **any** document within the time required under this Consent Order, the Respondent may, prior to **expiration** of the time, request an extension of time in writing. The extension **request** shall include a justification for the delay.

10.14. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

10.15. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may **subject** Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided **by** HSC section 25188 and other applicable provisions of **law**.

10.16. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department **and** any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

10.17. Compliance with Waste Discharge Requirements: Respondent shall comply with all applicable waste discharge requirements issued **by** the State Water Resources Control Board or **a** California regional water quality control board.

PAYMENTS

11. Respondent **shall** pay the Department **a** total sum of \$3,200.00 in penalties. The penalties **shall** be paid in three (3) installments. The first payment installment of \$1,000.00 **is** due on April 15, 2000. The second payment installment of \$1,000.00 **is** due on **July 15**, 2000. The final payment installment of \$1,200.00 **is** due on October **15**, 2000.

Respondent hereby agrees to send one employee to the California Compliance School Modules **I-IV**. Respondent shall submit to the Department, within **185** days of the effective date of this Order, a Certificate of Satisfactory Completion issued by the California Compliance School that the employee satisfactorily completed California Compliance School Modules **I-IV**. If the Respondent fails to submit the required certificate to the Department within **185** days of the effective date of this Order,

then Respondent agrees to pay the Department a penalty of \$3,000.00 which shall be paid within 215 days of the effective date of this Order.

Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
400 P Street, 4th Floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent to:

Roberto Kou
Supervising Hazardous Substances Scientist
Department of Toxic substances Control
1011 North Grandview Avenue
Glendale, California 91201

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to HSC § 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

12. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

13. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

Dated: 03/24/2000

Original Signed By
Signature of Respondent's
Representative

Dated: 03/24/2000

Original Signed By

Typed or Printed Name and Title of
Respondent's Representative

Dated: 04/07/2000

Original Signed By

Roberto Kou
Department of Toxic Substances
Control